

## BROADWAY IN BOSTON SOMETHING ROTTEN SWEEPSTAKES

### Official Rules

Please read these rules before entering the Sweepstakes. By entering and participating in the Sweepstakes, Entrant agrees to be bound by these Official Rules and represents that Entrant satisfies all of the eligibility requirements set forth below.

1. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT OR SERVICE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. Open only to legal residents of the United States and the District of Columbia who are eighteen years or older on the date of entry into this sweepstakes (the "Entrant"). Employees, officers and directors of American Artists Limited, Inc. d/b/a Broadway in Boston (the "Sponsor") and its parent and affiliated companies, agents, franchisees, licensees, successors and assigns, distributors, vendors, advertising, marketing, and promotions agencies, prize providers and suppliers, and any other individual or company involved in the development or execution of this Sweepstakes as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live, or whether related by blood or law) or members of the same households (whether related by blood, law or not) of such employee, officer or director are not eligible to participate in this Sweepstakes or be awarded a Prize (as defined below). All federal, state and local laws, rules and regulations of the United States apply. This Sweepstakes is void in any US state, territory and/or possession located outside of the United States, and wherever else prohibited by law.

2. SWEEPSTAKES PERIOD: The BROADWAY IN BOSTON SOMETHING ROTTEN SWEEPSTAKES (the "Sweepstakes") begins at 11:00 a.m. Eastern Time ("ET") on July 15, 2016 and ends 11:59 p.m. ET on August 14, 2016 (the "Sweepstakes Period"). Sponsor's clock is the official time-keeping device for the Sweepstakes.

3. METHOD OF ENTRY: Access the Sweepstakes' official entry page during the Sweepstakes Period at <https://baa.turnkeysurveyor.com/se/5145A8F903ACF6BA>. Entrant may enter the Sweepstakes one time at such website location ("Entry Site"). When prompted at the Entry Site, each Entrant must provide the information requested on the official entry page in its entirety including their first name, last name, complete legal address, city, state, postal code, telephone number (including area code), email address, and date of birth (the "Entrant Information") in order to receive one (1) entry for the Sweepstakes. Entrant must agree to the Official Rules and complete the entire official entry page in order to be eligible to win and only one entry per Entrant on the Entry Site will be accepted during the Sweepstakes Period. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions or automated entries will be accepted. In the event of multiple entries, the first entry by an Entrant at the Entry Site will be accepted and all other entries from that Entrant will be deemed void. Any attempt by an Entrant to obtain more than one (1) entry at the Entry Site by using multiple/different email/postal addresses, telephone numbers, identities, accounts and/or any other method employed to circumvent the letter and spirit of these Official Rules, may result in disqualification of that Entrant from participation in this Sweepstakes. The Sponsor will not verify

receipt of entries into the Sweepstakes. All entries submitted become the sole property of Sponsor and will not be returned.

4. WINNING/ODDS: The odds of winning are contingent upon the number of qualified entries received by Sponsor during the Sweepstakes Period. On or about August 15, 2016, a random drawing will be conducted by Sponsor from amongst all eligible entries received during the Sweepstakes Period to choose one (1) Potential Prize winner ("Potential Winner"). The Potential Winner will be required to complete and return the Required Documents as set forth below in order to become the ultimate winner ("Winner").

5. PRIZE ("Prize"):

One (1) Prize package includes:

- Round trip coach class airfare tickets for Winner from Logan International Airport (BOS) to a New York, NY airport (as determined in Sponsor's sole discretion).
- One (1) night hotel accommodations in one (1) standard double occupancy room in the Theater District.
- One (1) ticket to the matinee showing of *Something Rotten* in New York City on September 27, 2016.
- Two (2) tickets to *Something Rotten* at the Boston Opera House on January 18, 2017.

The Approximate Retail Value of the Prize is \$800.00. All amounts are in U.S. Dollars. Actual retail value will depend on airfare fluctuations and fluctuations in ticket and tour prices. Winner will not receive difference between approximate and actual retail value. NO PRIZE SUBSTITUTION WHATSOEVER BY POTENTIAL WINNER. Sponsor reserves the right to substitute any portion of the Prize with a prize of equal or greater value. Prize is non-transferable; no cash redemptions, exchanges or resales allowed except in the Sponsor's sole discretion. The value of a Prize is taxable in the United States as ordinary income to the Winner who is solely responsible for the payment of all applicable taxes levied, including, but not limited to federal, state and local income and/or gift taxes. All unspecified transportation, meals, gratuities, travel upgrades and any other unspecified costs and expenses associated with the acceptance or use of the Prize are the sole responsibility of Winner. Unclaimed prizes will not be awarded.

Prize travel to New York City must take place between September 26, 2016 and September 28, 2016 (the "Travel Dates"). Prize Travel Dates offered to Potential Winner are subject to Sponsor's sole discretion. If Potential Winner is not available to travel during the Travel Dates as specified by Sponsor, Prize will be forfeited and may be awarded to an alternate. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner will be solely responsible for obtaining valid identification relating to acceptance and use of the Prize package. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates.

6. WINNER SELECTION/NOTIFICATION: Potential Winner will be notified by telephone or email on or about August 15, 2016 before 9:00 p.m. ET ("Notification"). Potential Winner must respond to the

Notification within seventy two (72) hours from when it is placed or sent (Sponsor will retain time stamp of telephone and email transmissions), indicating that he/she is eligible and intends to accept and use the Prize during the Travel Dates. If the Potential Winner does not respond in accordance with these Official Rules, or if he/she is otherwise ineligible as determined by the Sponsor in its sole discretion, an alternate Potential Winner may be selected from among the remaining eligible entries received during the Sweepstakes Period, and he/she will be notified as outlined above. Where required by law, rule or ordinance, the notification process will be undertaken by Sponsor until a Potential Winner is determined. The Potential Winner will be required to complete and return the Required Documents as set forth below.

7. PRIZE CLAIMS: Except where prohibited by law, a Potential Winner must submit proof of identity, and execute and return to Sponsor a signed and notarized affidavit of eligibility/liability/publicity release (the "Release") and completed IRS Form W-9, submitted with a copy of government issued identification with photograph [e.g. a valid driver's license or passport]) (collectively, the "Required Documents"). You will deliver the Required Documents to Sponsor in two (2) ways: (i) by mailing the original Required Documents to Sponsor at the address set forth below; and (ii) via Facsimile or email (a facsimile number or email address will be provided by Sponsor). The Required Documents are to be postmarked, in the case of postal mail, or time stamped, in the case of email or facsimile no later than five (5) business days after Sponsor sends the blank Release and W-9 to Potential Winner. In Sponsor's sole discretion, a Potential Winner will forfeit the right to claim a Prize and an alternate Potential Winner may be selected in accordance with these Official Rules from among the remaining eligible entries for that Prize if the selected Potential Winner (i) fails to verify eligibility for the Prize in the time required by these rules, (ii) fails to return Required Documents within five (5) business days after Sponsor sends the blank Release and W-9 to the Potential Winner, (iii) either fails to accept the Prize or declines the Prize (or advises that he/she cannot accept, receive or use a Prize pursuant to the conditions prescribed herein), or (iv) fails to comply with the Official Rules. By entering this Sweepstakes, each Entrant consents to Sponsor's use of his/her name, image, likeness, picture, portrait, address (city and state), biographical information, voice and or any statements made by such Entrant regarding the Sweepstakes or Sponsor (regardless of method of production) for advertising and promotional purposes worldwide, in perpetuity, in any and all media now known or hereafter developed, without notice or additional compensation, except where prohibited by law. No more than the number of prizes set forth in these Official Rules will be awarded.

8. GENERAL: All federal, state and local taxes levied on account of a Winner are the sole responsibility of such Winner. Sponsor will deliver to the Winner IRS Form 1099 reflecting the actual cash value of the Prize awarded within the time prescribed by law. In the event it is deemed during the verification process that a Potential Winner does not have a unique, personal and valid social security number, or has otherwise failed to fulfill any conditions or requirements under these Official Rules, such Potential Winner will be disqualified and will forfeit the Prize, and an alternate may be selected randomly. By participating in this Sweepstakes, Entrants agree: [a] to abide by, and be bound by, these Official Rules; [b] to release, discharge and hold harmless Sponsor, *Something Rotten*, BOHV Operations, LLC, BOHV Property, LLC, Boston Opera House, and each of their respective officers, directors, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions,

predecessors, successors, representatives, dealers, distributors, advertising, prize providers, Sweepstakes, and fulfillment agencies, including the consultants and legal advisors (collectively, the "Released Parties") from and against any and all liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from the participation in this Sweepstakes or Winner's acceptance, use or misuse of a prize awarded pursuant to these Official Rules; Winner assumes the risk associated with the participation in this Sweepstakes and the use of the Prize awarded; and [c] that the decisions of Sponsor relating to this Sweepstakes and the Prizes shall be final and binding in all respects, including without limitation the interpretation of these Official Rules.

Released Parties shall not be liable for [i] electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction of this Sweepstakes; [ii] unauthorized access to or alterations of entry materials; [iii] technical, network, telephone equipment, electronic, computer, hardware or software malfunctions; and [iv] limitations of any kind or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof (including, without limitation, any damage to an Entrant's or any other person's computer relating to or resulting from entering or participating in the Sweepstakes or downloading materials from any Entry Site).

Released Parties are not responsible for lost, late, incomplete, incorrect, damaged, misdirected, or illegible entries or any condition caused by events beyond the control of the Released Parties that may cause the Sweepstakes to be disrupted, corrupted, postponed or cancelled (including any human or other error in the drafting or printing of these Rules). Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that the Entrant is attempting to undermine the legitimate operation of the Sweepstakes, including but not limited to, by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrant or Sponsor. Entries that contain false information, are incomplete, inaccurate, forged, defective, or made outside in ways not authorized hereunder, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of being executed in accordance with these Official Rules, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those submitted prior to the action taken by Sponsor, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. In the event of a dispute about the identity

of an Entrant, the online entry will be assigned to the authorized account holder of the e-mail address submitted at the time of entry.

“Authorized account holder” is defined as the natural person to whom an email address is assigned by either an Internet Service Provider, online service provider, or other organization (e.g. business or educational institution) that is responsible for assigning email addresses for the domain name associated with the submitted email address. Federal, state and local laws, rules and regulations may apply. Void where prohibited or to the extent restricted by law.

9. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES: BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE THAT (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS’ FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE ARISING OUT OF ENTRANT’S ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. CHOICE OF LAW & DISPUTE RESOLUTION: all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s or country’s laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in New York County, New York in any action to enforce (or otherwise relating to) these Official Rules or relating to this Sweepstakes.

11. SPONSOR AND PRIZE PROVIDER: American Artists Limited, Inc. d/b/a Broadway in Boston, 1619 Broadway 9<sup>th</sup> Floor New York, New York 10019.

12. WINNERS' LIST REQUEST: To receive a list of prize winners, send a self-addressed, stamped (business size) envelope to: The John Gore Organization, Inc. ATTN: TMD, 2016 BROADWAY IN BOSTON SOMETHING ROTTEN SWEEPSTAKES Winners List, 1619 Broadway 9th Floor New York, New York 10019 to be received by Sponsor on or before 5:00 p.m. ET on August 31, 2016.

13. PRIVACY POLICY: Information collected from Entrants will be used to communicate with them regarding this Sweepstakes and for other lawful purposes in accordance with Sponsor's Privacy Policy available at <http://boston.broadway.com/privacy-policy/>.

14. RULES: You may also obtain a copy of these Official Rules by mailing a self-addressed stamped envelope to American Artists Limited, Inc. d/b/a Broadway in Boston, ATTN: TMD, LEXUS BROADWAY IN BOSTON *SOMETHING ROTTEN* SWEEPSTAKES Official Rules, 1619 Broadway 9<sup>th</sup> Floor New York, New York 10019. A request for these Official Rules is to be received by Sponsor or before 5:00 p.m. ET August 15, 2016. This offer shall not be published without permission of the Sponsor.

15. INTELLECTUAL PROPERTY: Broadway in Boston is a registered service mark of The John Gore Organization, Inc. or its subsidiaries. All other trademarks or service marks used herein are the property of their respective owners.

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